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Counterdefendant VERRAGIO, LTD.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

VERRAGIO, LTD

Plaintiff,

v.

KIEU HANH JEWELRY,

Defendant.

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KIEU HANH TRADING, INC., doing  
business as KIEU HANH JEWELRY,

Counterclaimant,

v.

VERRAGIO, LTD.,

Counterdefendant.

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) Case No. 8:15-cv-0688 CJC (DFMx)

) **CONSENT JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST KIEU HANH JEWELRY**

1 Plaintiff Verragio, Ltd. (“Verragio”), and Defendant Kieu Hanh Trading, Inc.,  
2 doing business as Kieu Hanh Jewelry (“Kieu Hanh”), have entered into a confidential  
3 settlement agreement to resolve this matter. As part of this agreement, Verragio and Kieu  
4 Hanh agree to the entry of this Consent Judgment and Permanent Injunction against Kieu  
5 Hanh.

6 Therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

7 1. This case is a civil action arising under the Copyright Act, 17 U.S.C. §§ 101,  
8 *et seq.* This Court has jurisdiction over these claims under 17 U.S.C. § 501, and 28  
9 U.S.C. §§ 1331 and 1338(a).

10 2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1400(a).

11 3. Verragio is a New York corporation with its principal place of business at  
12 330 Fifth Avenue, 5<sup>th</sup> Floor, New York, NY 10001.

13 4. Kieu Hanh has its principal place of business at 9131 Bolsa Avenue, Suite  
14 203, Westminster, California 92683.

15 5. At all relevant times, Verragio complied in all respects with the Copyright  
16 Acts, 17 U.S.C. § 101, *et seq.*, and secured the exclusive rights and privileges in and to  
17 the copyrights of Insignia-7003 (VAu 996-688), Insignia-7047 (VA 1-798-116), and  
18 Venetian-5001R (VAu 1-049-916) (collectively the “Verragio Copyrights”). Copies of  
19 the Certificates of Registration from the Register of Copyrights for the Verragio  
20 Copyrights, as well as the deposit copies of the Verragio Copyrights, are attached to this  
21 Consent Judgment as Exhibit A.

22 6. The Verragio Copyrights are valid, strong and enforceable.

23 7. Kieu Hanh and Kieu Hanh’s officers, directors, employees, representatives,  
24 agents, successors-in-interest, parent corporations, subsidiary corporations, legal entities  
25 or persons controlled by Kieu Hanh, and all other persons who are in active concert or  
26 participation with them, are hereby permanently enjoined from:  
27  
28

1 a. Copying or making unauthorized use of, or engaging in any  
2 unauthorized distribution of products protected by the Verragio Copyrights or rings  
3 that are substantially similar to the Verragio Copyrights;

4 b. Selling, distributing, advertising, manufacturing or purchasing from  
5 Kim International Manufacturing L.P. (“Kim”) or from any other source any and  
6 all variants within Kim Ring Style Nos. 115076, 115077, 115078, 115079, 115081,  
7 115082, 115172, 115177, 115188, 115189, 116017, 117482, 117490, 117491,  
8 117540, 117541, 117542, 117543, 117544, 117545, 117660, 117803, 117804,  
9 117805, 118267, 118268, 118269, 118270 and 118271 (collectively, the “Kim  
10 Rings”) or any rings substantially similar to the Kim Rings; and

11 c. Knowingly assisting, aiding or abetting any other person or business  
12 entity in engaging in or performing any of the activities referred to in  
13 subparagraphs 7(a) through 7(b) above.

14 8. Within thirty days of the date of this Order, Kieu Hanh shall destroy any of  
15 the Kim Rings in its possession.

16 9. The parties waive notice of entry of this Consent Judgment and Permanent  
17 Injunction and the right to appeal therefrom or to test its validity and consent to its  
18 immediate entry in accordance with its terms. This Court expressly retains jurisdiction  
19 over this matter to enforce, implement or construe this Consent Judgment and Permanent  
20 Injunction.

21 SO ORDERED.

22  
23 DATED: \_\_\_\_\_

24 \_\_\_\_\_  
25 United States District Judge  
26  
27  
28

1 The individuals executing this Consent Judgment and Permanent Injunction  
 2 represent or confirm that they are duly authorized to do so, and are similarly authorized to  
 3 bind their respective clients to this Consent Judgment and Permanent Injunction.

4  
 5 CONSENTED TO:

6  
 7  
 8 DATED: April 15, 2016

Tucker Ellis LLP

9 By: /s/Howard A. Kroll

10 Howard A Kroll  
 11 Attorneys for Plaintiff and  
 12 Counterdefendant VERRAGIO,  
 13 LTD.

14 DATED: April 15, 2016

Rozsa Law Group LC

15 By: /s/Thomas I. Rozsa\*

16 Thomas I. Rozsa  
 17 Attorneys for Defendant and  
 18 Counterclaimant KIEU HANH  
 19 TRADING, INC. doing business as  
 20 KIEU HANH JEWELRY

21 \*Pursuant to Local Rule 5-4.3.4(a)(2), the filing party attests that Defendant and  
 22 Countercomplainant's counsel concurs in the content of this Consent Judgment and has  
 23 authorized its filing with his electronic signature.  
 24  
 25  
 26  
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